

AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Antonio Quintero (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Weyerhaeuser NR Company (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as “Party”) pursuant to Paragraph 52 of the Joint Stipulation of Class Action and PAGA Settlement entered into on or around September 24, 2024. The Parties agree to supplant the Joint Stipulation of Class Action and PAGA Settlement with this Amended Joint Stipulation of Class Action and PAGA Settlement.

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On February 6, 2023, Samuel Sanchez (“Sanchez”) filed a Class Action Complaint for Damages (“Class Action Complaint”) in the action entitled *Samuel Sanchez v. Weyerhaeuser NR Company*, Los Angeles County Superior Court Case No. 23STCV02624 (“Action”), thereby commencing a putative class action against Defendant. The Class Action Complaint alleged ten (10) causes of action for violations of the California Labor Code for failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations. On January 16, 2025, the Parties stipulated to dismiss Sanchez from the Class Action Complaint as a plaintiff and class representative.

2. On April 5, 2023, Defendant removed the Action to the United States District Court for

1 the Central District of California (U.S. District Court Case No. 2:23-cv-02574-FMO-PD).

2 3. On April 11, 2024, Plaintiff Antonio Quintero (“Plaintiff Quintero”) provided written
3 notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to
4 Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific
5 provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

6 4. On May 10, 2024, the Action was remanded from the Federal District Court to the
7 Superior Court of the State of California, County of Los Angeles.

8 5. On June 26, 2024, Plaintiff filed a First Amended Class Action Complaint for
9 Damages and for Enforcement Under the Private Attorneys General Act, Cal Lab. Code §§ 2698, Et
10 Seq. (“Operative Complaint”) in the Action, thereby adding Plaintiff Quintero to the Action and
11 adding a claim for civil penalties under the Private Attorneys General Act of 2004 pursuant to the
12 California Labor Code §§ 2698, et seq. (“PAGA”), based on the Labor Code violations alleged in the
13 Class Action Complaint.

14 6. Defendant denies all materials allegations set forth in the Action and has asserted
15 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
16 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
17 Released PAGA Claims (as defined herein).

18 7. Class Counsel diligently investigated the class and PAGA claims against Defendant,
19 including any and all applicable defenses and the applicable law. The investigation included, *inter*
20 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
21 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
22 merits of the claims and contentions of the Parties.

23 8. On October 5, 2023, the Parties participated in mediation with Philip K. Cha (the
24 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
25 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
26 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
27 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
28 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class

Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

9. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

10. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as provided in Paragraph 13.

b. "Class" or "Class Member(s)" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L. GruppChang, and P.J. Van Ert of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; (5) Workweeks worked for Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period (if

applicable); and (7) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from February 6, 2019, through June 17, 2024.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Los Angeles.

i. “Defendant’s Counsel” means Eugene Ryu, Gabriel Huey, Jessica Kang and Sabrina Fani of K&L Gates LLP.

j. “Effective Date” means the date when all of the following events have occurred: (i) the long-form Class and PAGA Settlement has been executed by Plaintiff, Defendant, Class Counsel and Defendant’s Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been sent to the Class Members, providing them the opportunity to object to the Class Settlement, and the opportunity to opt out of the Class Settlement; (iv) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment approving both the Class and PAGA Settlement; (v) Defendant has received, through its counsel, all appropriate tax documentation (Form W-4 and/or W-9, as appropriate) from the individual, entity and/or entities receiving the Gross Settlement Amount; and (vi) the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, intervention or other appellate proceeding having been filed; (B) when any appeal, writ, intervention or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further remedies or relief.

k. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant

1 in addition to the Gross Settlement Amount.

2 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
3 recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA
4 Employees, and general release of claims, as set forth in Paragraph 14.

5 m. “Final Approval” means the determination by the Court that the Settlement is
6 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

7 n. “Final Approval Hearing” means the hearing at which the Court will consider
8 and determine whether the Settlement should be granted Final Approval.

9 o. “Final Approval Order and Judgment” means the order granting final approval
10 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
11 Parties, and subject to approval by the Court.

12 p. “Gross Settlement Amount” means the amount of Two Million Two Hundred
13 Fifty Thousand Dollars (\$2,250,000) to be paid by Defendant in full satisfaction of the Action,
14 Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,
15 Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
16 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
17 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
18 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
19 Settlement Amount is subject to increase, as provided in Paragraph 17.

20 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
21 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
22 calculated in accordance with Paragraph 19.

23 r. “Individual Settlement Payment” means the net payment of each Settlement
24 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
25 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
26 Paragraph 20.

27 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
28 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated

1 in accordance with Paragraph 18.

2 t. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars
3 (\$75,000), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the
4 PAGA Settlement, as set forth in Paragraph 15.

5 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount
6 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
7 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
8 Settlement Administration Costs.

9 v. “Notice of Objection” means a Settlement Class Member’s written objection to
10 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
11 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
12 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
13 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
14 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
15 specified address, postmarked on or before the Response Deadline.

16 w. “PAGA Amount” means the allocation of One Hundred Thousand Dollars
17 (\$100,000) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)
18 of the PAGA Amount, or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and the
19 remaining twenty-five percent (25%), or \$25,000, will be distributed to the PAGA Employees (i.e.,
20 the PAGA Employee Amount).

21 x. “PAGA Employees” means all current and former hourly-paid or non-exempt
22 employees who worked for Defendant within the State of California at any time during the PAGA
23 Period.

24 y. “PAGA Employee Amount” means the amount of Twenty-Five Thousand
25 Dollars (\$25,000), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro*
26 *rata* basis based on their Pay Periods.

27 z. “PAGA Period” means the period from April 11, 2023 through June 17, 2024.

28 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA

1 Claims.

2 bb. “Pay Periods” means the number of pay periods each PAGA Employee worked
3 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, as
4 provided in the Class List, to be calculated by Defendant in the same manner that Pay Periods were
5 calculated by Defendant for purposes of mediation.

6 cc. “Preliminary Approval” means the date on which the Court enters the
7 Preliminary Approval Order.

8 dd. “Preliminary Approval Order” means the order granting preliminary approval
9 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
10 the Court.

11 ee. “Released Class Claims” means: (a) The Claims set forth in the Class Action
12 Complaint, specifically: (1) unpaid minimum wages (Lab. Code §§ 1194, 1197, 1197.1), (2) unpaid
13 overtime wages (Lab. Code §§ 510, 1194, 1198), (3) unpaid meal period premiums (Lab. Code §§
14 226.7, 512(a)), (4) unpaid rest period premiums (Lab. Code § 226.7), (5) wages not timely paid during
15 employment (Lab. Code §§ 204, 210), (6) failure to provide accurate wage statements (Lab. Code §
16 226(a)), (7) final wages not timely paid (Lab. Code §§ 201, 202, 203, 204), (8) failure to reimburse
17 necessary business expenses (Lab. Code §§ 2800, 2802), and (9) violation of California Business and
18 Professions Code sections 17200, *et seq.* predicated on the same or similar facts and/or claims alleged
19 in the Class Action Complaint, as well as any claims, debts, liabilities, demands, obligations,
20 guarantees or causes of action that could have been pled which relate to such claims or arise from the
21 same or similar facts concerning Plaintiff or the putative class, including any claims for unpaid wages
22 (including minimum, regular and overtime wages), failure to timely pay wages upon separation or
23 termination from employment, non-compliant meal periods, non-compliant rest periods, noncompliant
24 wage statements, reimbursement for business expenses, and claims for interest, penalties (including
25 but not limited to waiting time penalties), premiums, attorneys’ fees, damages or costs in connection
26 therewith, as well as any claims under the California Labor Code and California Industrial Welfare
27 Commission Wage Orders that were alleged or which could have been alleged under the same or
28 similar facts, allegations and/or claims pleaded in the Class Action Complaint; and (b) Claims under

1 the Fair Labor Standards Act (“FLSA”), which were alleged or could have been alleged under the
2 same or similar facts, allegations and/or claims pleaded in the Class Action Complaint. In addition, to
3 the extent required by law, the cashing of the settlement check by the Settlement Class Member shall
4 be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under
5 the FLSA that could have been alleged under the same or similar facts, allegations and/or claims
6 pleaded in the Class Action Complaint. The Settlement Administrator shall include a legend on the
7 settlement check stating, “By cashing this check, I am opting into the release of FLSA Claims
8 described in the Class and PAGA Settlement Agreement in the settlement of *Samuel Sanchez v.*
9 *Weyerhaeuser NR Company*, (Los Angeles Superior Court Case No. 23STCV02624), under FLSA, 29
10 U.S.C. § 216(b).”

11 ff. “Released PAGA Claims” means the claims for civil penalties pursuant to
12 PAGA for labor code violations set forth in the Operative Complaint and the PAGA Notice sent to the
13 LWDA by Plaintiff Quintero, including specifically claims for penalties due to: (1) unpaid minimum
14 wages (Lab. Code §§ 1194, 1197, 1197.1), (2) unpaid overtime wages (Lab. Code §§ 510, 1194, 1198),
15 (3) unpaid meal period premiums (Lab. Code §§ 226.7, 512(a)), (4) unpaid rest period premiums (Lab.
16 Code § 226.7), (5) wages not timely paid during employment (Lab. Code §§ 204, 210), (6) failure to
17 provide accurate wage statements (Lab. Code § 226(a)), (7) final wages not timely paid (Lab. Code
18 §§ 201, 202, 203, 204), and (8) failure to reimburse necessary business expenses (Lab. Code §§ 2800,
19 2802), as well as any claims, debts, liabilities, demands, obligations, guarantees or causes of action
20 that could have been pled which relate to such claims or arise from the same or similar facts concerning
21 the Plaintiff, the putative PAGA Employees, and the State of California as well as any claims under
22 the California Labor Code and California Industrial Welfare Commission Wage Orders that were
23 alleged or which could have been alleged under the same or similar facts, allegations and/or claims
24 pleaded in the Operative Complaint.

25 gg. “Released Parties” means Defendant and any of its past, present and future
26 direct or indirect parents, subsidiaries, predecessors, successors and affiliates as well as each of its or
27 their past, present and future officers, directors, employees, partners, members, shareholders and
28 agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with

1 Defendant.

2 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
3 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
4 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
5 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
6 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
7 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

8 ii. “Response Deadline” means the deadline by which Class Members must submit
9 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
10 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
11 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
12 Deadline will be extended to the next day on which the United States Postal service is open. The
13 Response Deadline may also be extended by express agreement between Class Counsel and
14 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
15 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
16 Response Deadline.

17 jj. “Settlement Administrator” means Apex Class Action Administration, or any
18 other third-party class action settlement administrator agreed to by the Parties and approved by the
19 Court for purposes of administering the Settlement. The Parties and their counsel each represent that
20 they do not have any financial interest in the Settlement Administrator or otherwise have a relationship
21 with the Settlement Administrator that could create a conflict of interest.

22 kk. “Settlement Administration Costs” means the costs payable from the Gross
23 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
24 Paragraph 16.

25 ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
26 who do not submit a timely and valid Request for Exclusion.

27 mm. “Workweeks” means the number of weeks each Class Member worked for
28 Defendant as an hourly-paid or non-exempt employee in California during the Class Period, as

provided in the Class List to be calculated by Defendant in the same manner that workweeks were calculated by Defendant for purposes of mediation.

nn. “Dispute” means a letter submitted by a Class Member/PAGA Employee disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member/PAGA Employee’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member/PAGA Employee’s Social Security number; (c) clearly state that the Class Member/PAGA Employee disputes the number of Workweeks and/or Pay Periods credited to them and what the Class Member/PAGA Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

11. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

12. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

13. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to forty percent (40%) of the Gross Settlement Amount (i.e., \$900,000 if the Gross Settlement Amount is \$2,250,000) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Forty Thousand Dollars (\$40,000), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all

costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Five Thousand Dollars (\$5,000). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

16. Settlement Administration Costs. The Settlement Administrator will be paid for the

1 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
2 which is currently estimated not to exceed Nine Thousand Dollars (\$9,000). These costs, which will
3 be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing,
4 distributing, and tracking Class Notices and other documents for the Settlement, calculating and
5 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required
6 tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and
7 other duties and responsibilities set forth herein to process the Settlement, and as requested by the
8 Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated
9 amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject
10 to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement
11 Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator
12 to undertake the required settlement administration duties shall be reallocated to the Net Settlement
13 Amount for the benefit of the Settlement Class Members.

14 17. Escalator Clause. Defendant has represented that the Class Members worked a total of
15 30,503 Workweeks during the period from February 6, 2019 through October 5, 2023. If it is
16 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
17 Members during the Class Period actually exceeds 30,503 by more than 15% (i.e., is more than 35,078
18 Workweeks), then the Defendant will have sole discretion to either: (a) increase the Gross Settlement
19 Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by
20 the Class Members above 35,078; or (b) terminate the Class Period and class release period on the
21 date the number of Workweeks is equal to or less than 35,078.

22 18. Individual Settlement Share Calculations. Individual Settlement Shares will be
23 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
24 Workweeks, as follows:

25 a. After Preliminary Approval, the Settlement Administrator will divide the Net
26 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
27 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
28 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be

entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and forty percent (40%) penalties, and forty percent (40%) interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

1 22. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
4 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
5 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
6 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
7 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
8 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
9 Members, and PAGA Employees should consult with their tax advisors concerning the tax
10 consequences of any payment they receive under the Settlement.

11 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
12 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
13 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
14 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
15 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
16 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
17 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
19 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
20 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
21 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
22 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
23 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
25 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
26 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
27 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
28 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S
2 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
3 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
4 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
5 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

6 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
7 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
8 are issued to the payee. It is expressly understood and agreed that payments made under this
9 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
10 to additional compensation or benefits under any new or additional compensation or benefits, or any
11 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
12 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
13 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
14 any contrary language or agreement in any benefit or compensation plan document that might have
15 been in effect during the Class Period).

16 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
17 Plaintiff will obtain a hearing date from the Court for Plaintiff’s motion for preliminary approval of
18 the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, with reasonable
19 input from Defendant, and submit this Settlement Agreement to the Court in support of said motion.
20 Class Counsel will provide Defendant’s Counsel a draft of the preliminary approval motion within
21 five court days before filing it with the Court. Defendant will be permitted to provide reasonably
22 necessary comments to Plaintiff within two court days of the filing deadline. Defendant agrees not to
23 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
24 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
25 Order seeking the following:

- 26 a. Conditionally certifying the Class for settlement purposes only;
- 27 b. Granting Preliminary Approval of the Settlement;
- 28 c. Preliminarily appointing Plaintiff as the representative of the Class;

- 1 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 2 e. Approving as to form and content, the mutually-agreed upon and proposed
- 3 Class Notice and directing its mailing by First Class U.S. Mail;
- 4 f. Approving the manner and method for Class Members to request exclusion
- 5 from or object to the Class Settlement as contained herein and within the Class Notice;
- 6 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 7 Final Approval of the Settlement should be granted.

8 26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),

9 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary

10 approval of the Settlement.

11 27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,

12 Defendant will provide the Class List to the Settlement Administrator.

13 28. Notice by First-Class U.S. Mail.

14 a. Within seven (7) calendar days after receiving the Class List from Defendant,

15 the Settlement Administrator will perform a search based on the National Change of Address Database

16 or any other similar services available, such as provided by Experian, for information to update and

17 correct for any known or identifiable address changes, and will mail a Class Notice (in the form

18 attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail,

19 using the most current, known mailing addresses identified by the Settlement Administrator.

20 b. Any Class Notice returned to the Settlement Administrator as undeliverable on

21 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

22 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on

23 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly

24 attempt to determine the correct address using a skip-trace or other search, using the name, address,

25 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)

26 calendar days.

27 c. Compliance with the procedures described herein above shall constitute due and

28 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.

1 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
2 provide notice of the Settlement.

3
4 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA
5 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
6 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
7 valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response
8 Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to
9 determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of
10 Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be
11 credited to a disputing Class Member/PAGA Employee, Defendant's records will be presumed to be
12 correct and determinative of the dispute. However, if a Class Member/PAGA Employee produces
13 information and/or documents to the contrary, the Settlement Administrator will evaluate the materials
14 submitted by the Class Member/PAGA Employee and the Settlement Administrator will resolve and
15 determine the number of eligible Workweeks and/or Pay Periods that the disputing Class
16 Member/PAGA Employee should be credited with under the Settlement. The Settlement
17 Administrator's decision on such disputes will be final and non-appealable.

18 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
19 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
20 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
21 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
22 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
23 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
24 submitted, and also identify the individuals who have submitted a timely and valid Request for
25 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
26 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
27 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
28 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who

1 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
2 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
3 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
4 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
5 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
6 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
7 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
8 submit a Request for Exclusion.

9 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
10 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
11 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
12 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
13 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
14 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
15 and complete and which were not), and also attach them to a declaration that is to be filed with the
16 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
17 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
18 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
19 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
20 whether they have submitted a Notice of Objection.

21 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
22 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
23 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
24 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
25 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
26 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
27 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
28 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a

1 Workweeks Dispute.

2 33. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members
3 submit timely and valid Requests for Exclusion, Defendant will have the sole and absolute discretion
4 to rescind the Settlement Agreement. Defendant must exercise this right of rescission in a writing that
5 is provided to Class Counsel within twenty (20) calendar days of the Settlement Administrator
6 notifying the Parties of the number of Class Members who have submitted timely and valid Requests
7 for Exclusion following the Response Deadline. Prior to exercising its right to rescind the Settlement
8 Agreement, Defendant will meet and confer with Class Counsel in good faith. In the event that
9 Defendant elects to rescind the Settlement Agreement, Defendant shall provide written notice of such
10 rescission to Class Counsel. Such rescission shall have the same effect as a termination of the
11 Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement
12 shall become null and void and have no further force or effect. If Defendant exercises this option,
13 Defendant shall pay any costs of settlement administration owed to the Settlement Administrator
14 reasonably incurred up to that date.

15 34. Certification of Completion. Upon completion of administration of the Settlement, the
16 Settlement Administrator will provide a written declaration under oath to certify such completion to
17 the Court and counsel for all Parties.

18 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
19 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
20 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
21 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
22 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
23 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
24 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
25 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion at
26 least five court days before filing it with the Court. Defendant will provide comments to the same no
27 less than two court days before the date for filing with the Court. By way of said motion, Plaintiff will
28 apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial

part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Funding of the Gross Settlement Amount. No later than ten (10) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than ten (10) business days after the Effective Date.

37. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

38. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA

1 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
2 Members and PAGA Employees are not required to submit a claim to be issued an Individual
3 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
4 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
5 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
6 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
7 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
8 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil
9 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
10 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
11 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
12 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
13 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
14 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
15 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
16 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA
17 Settlement.

18 39. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,
19 Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released,
20 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

21 40. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,
22 Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will
23 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
24 discharged the Released Parties of all Released PAGA Claims.

25 41. Plaintiff's Released Claims. Upon the Effective Date and full funding of the Gross
26 Settlement Amount, Plaintiff, individually and on each of his own behalf, will be deemed to have fully,
27 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
28 from any and all claims whatsoever regarding Plaintiff's employment and/or the termination of

1 employment including, but not limited to, any claims for wages, bonuses, severance pay, expense
2 reimbursements, vacation pay, penalties, employment benefits, stock options, violation of any
3 personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of
4 public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts,
5 express or implied, any covenant of good faith and fair dealing, any theory of negligence, any theory
6 of retaliation, any legal restriction on an Defendant's right to terminate the employment relationship,
7 or any federal, state, or other governmental statute, executive order, regulation or ordinance, or
8 common law, or any other basis whatsoever, to the fullest extent provided by law ("Plaintiff's Released
9 Claims"). Plaintiff shall be deemed to have, and by operation of the Judgment shall have, expressly
10 waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of
11 Section 1542 of the California Civil Code, or any other similar provision under federal or state law
12 that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the
13 Civil Code of the State of California, which provides as follows:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
15 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
16 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
17 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
18 **THE DEBTOR OR RELEASED PARTY.**

19 Plaintiff understands that Section 1542 gives the right not to release existing claims of which
20 they are not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so
21 apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542 and elect to
22 assume all risks for claims that now exist in their favor, known or unknown. The release of the claims
23 of Plaintiff as set forth in this Paragraph and above is a condition precedent to enforcement of this
24 Settlement Agreement.

25 42. Disclosure of Settlement. Plaintiff, as well as Class Counsel, will not make any public
26 disclosure of the Settlement until after the filing of the motion for preliminary approval of the
27 Settlement. Plaintiff and his counsel represent that they have not made any such disclosure. Class
28 Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to

1 adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is
2 preliminarily approved by the Court. Thereafter, Class Counsel and named Plaintiff agrees not to
3 publicize the terms of this Settlement in any newspaper, journal, or magazine. However, Class Counsel
4 will be permitted to publish accurate information about its involvement in facilitating this settlement,
5 without mention of Defendant's name, along the lines of "negotiated wage and hour settlement on
6 behalf of non-exempt employees."

7 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
8 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
9 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
10 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
11 Class will be required.

12 44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
13 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
14 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
15 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
16 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
17 Settlement Agreement.

18 45. Effects of Termination or Rescission of Settlement. Termination or rescission of the
19 Settlement Agreement shall have the following effects:

20 a. The Settlement Agreement shall be void and shall have no force or effect, and
21 no Party shall be bound by any of its terms;

22 b. In the event the Settlement Agreement is terminated, Defendant shall have no
23 obligation to make any payments to any Party, Class Member, PAGA Employee or attorney, except
24 that the terminating Party shall pay the Settlement Administrator for services rendered up to the date
25 the Settlement Administrator is notified that the Settlement has been terminated;

26 c. The Preliminary Approval Order, Final Approval Order and Judgment,
27 including any order certifying the Class, shall be vacated;

28 d. The Settlement Agreement and all negotiations, statements, and proceedings

1 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
2 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

3 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
4 statements, or filings in furtherance of the Settlement (including all matters associated with the
5 mediation) shall be admissible or offered into evidence in the Action or any other action for any
6 purpose whatsoever; and

7 f. Any documents generated to bring the Settlement into effect, will be null and
8 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
9 likewise be treated as void from the beginning.

10 46. If the Court declines to approve the Settlement or the Effective Date otherwise fails to occur,
11 the entire Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All
12 negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence
13 Code §1152 and shall be without prejudice to the rights of any of the Parties. Uncashed checks shall be
14 distributed as set forth in California Code of Civil Procedure Section 384, as amended.

15 47. FLSA Representation. Defendant represents and warrants that, at the time of execution of this
16 Settlement Agreement, there are no other FLSA cases pending against Defendant which would be extinguished
17 in part or in full by an FLSA release. Defendant reserves all rights with respect to defense against an FLSA
18 claim, including but not limited to removal, if the Settlement is ultimately not approved.

19 48. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
20 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
21 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
22 of action or right herein released and discharged.

23 49. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
24 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
25 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

26 50. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
27 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
28 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or

1 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
2 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
3 which provide that a written agreement is to be construed according to its terms and may not be varied
4 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
5 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

6 51. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings,
7 including discovery, in the Action (including with respect to California Code of Civil Procedure §
8 583.310), except such proceedings necessary to implement and complete this Settlement Agreement,
9 pending the Final Approval Hearing to be conducted by the Court.

10 52. Amendment or Modification. Prior to the filing of the motion for preliminary approval
11 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
12 except by written agreement signed by counsel for all Parties. After the filing of the motion for
13 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
14 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
15 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
16 constitute a waiver of any other provision.

17 53. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
19 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
20 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
21 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
22 full authority to enter into this Settlement Agreement, and further intend that this Settlement
23 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
24 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
25 confidentiality provisions that otherwise might apply under state or federal law.

26 54. Signatories. It is agreed that because the members of the Class are so numerous, it is
27 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
28 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have

1 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
2 Member and PAGA Employee.

3 55. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
4 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 56. California Law Governs. All terms of this Settlement Agreement and attached exhibits
6 hereto will be governed by and interpreted according to the laws of the State of California.

7 57. Execution and Counterparts. This Settlement Agreement is subject only to the
8 execution of all Parties. However, this Settlement Agreement may be executed in one or more
9 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
10 copies of the signature page, will be deemed to be one and the same instrument.

11 58. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
12 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
13 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
14 account all relevant factors, present and potential. The Parties further acknowledge that they are each
15 represented by competent counsel and that they have had an opportunity to consult with their counsel
16 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
17 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
18 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
19 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable. The
20 Mediator's compliance with any such request by the Court shall not be deemed a waiver of settlement
21 or mediation privilege.

22 59. Invalidity of Any Provision. Before declaring any provision of this Settlement
23 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
24 possible consistent with applicable precedents so as to define all provisions of this Settlement
25 Agreement valid and enforceable.

26 60. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
27 signing this Settlement Agreement, is hereby bound by the terms herein and agree to fully cooperate
28 to implement the Settlement.

1 61. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
2 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
3 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
4 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
5 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
6 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
7 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
8 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
9 construed as an admission or concession by Defendant of any such violations or failures to comply
10 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
11 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
12 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
13 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
14 federal, state, local or other applicable law.

15 62. Captions. The captions and paragraph numbers in this Settlement Agreement are
16 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
17 intent of the provisions of this Settlement Agreement.

18 63. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
20 construed more strictly against one Party than another merely by virtue of the fact that it may have
21 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
22 negotiations between the Parties, all Parties have contributed equally to the preparation of this
23 Settlement Agreement.

24 64. Representation By Counsel. The Parties acknowledge that they have been represented
25 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
26 that this Settlement Agreement has been executed with the consent and advice of counsel, and
27 reviewed in full.

28 65. All Terms Subject to Final Court Approval. All amounts and procedures described in

1 this Settlement Agreement herein will be subject to final Court approval.

2
3 66. Notices. All notices, demands, and other communications to be provided concerning
4 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
5 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
6 as follows:

7 To Plaintiff and Class Counsel:

8 Jonathan M. Genish
9 jgenish@blackstonepc.com
10 Barbara DuVan-Clarke
11 BDC@blackstonepc.com
12 Alexander K. Spellman
13 aspellman@blackstonepc.com
14 P.J. Van Ert
15 pjvanert@blackstonepc.com

16 **BLACKSTONE LAW, APC**

17 8383 Wilshire Boulevard, Suite 745
18 Beverly Hills, California 90211
19 Tel: (310) 622-4278 / Fax: (855) 786-6356

20 To Defendant and Defendant's Counsel:

21 Eugene C. Ryu
22 Gene.Ryu@klgates.com
23 Jessica S. Kang
24 Jess.Kang@klgates.com
25 Gabriel M. Huey
26 Gabriel.Huey@klgates.com
27 Sabrina Fani
28 Sabrina.Fani@klgates.com

K&L GATES LLP

10100 Santa Monica Boulevard, Eighth Floor
Los Angeles, California 90067
Tel: (310) 552-5000 / Fax: (310) 552-5001

23 67. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
24 cooperate with each other in good faith and use their best efforts to implement the Settlement,
25 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
26 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
27 content of any document needed to implement the Settlement Agreement, or on any supplemental
28 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties

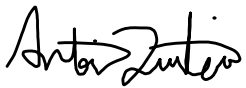
1 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

2 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
3 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

4 **IT IS SO AGREED.**

5 **PLAINTIFF ANTONIO QUINTERO**

6
7 Dated: 01/24/2025

8 
9 Antonio Quintero

10 **DEFENDANT WEYERHAEUSER NR**
11 **COMPANY**

12 Dated: _____

13 Full Name: _____

14 Title: _____

15 On behalf of Weyerhaeuser NR Company

16 **APPROVED AS TO FORM ONLY:**

17 **BLACKSTONE LAW, APC**

18 Dated: 01/24/2025

19 
20 Jonathan M. Genish
21 Barbara DuVan-Clarke
22 *Attorneys for* Plaintiff Antonio Quintero,
23 and Proposed Class Counsel

24 **K&L GATES LLP**

25 Dated: _____

26 Eugene C. Ryu
27 Gabriel M. Huey
28 *Attorneys for* Defendant Weyerhaeuser NR
Company

1 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

2 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
3 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

4 **IT IS SO AGREED.**

5 **PLAINTIFF ANTONIO QUINTERO**

6
7 Dated: _____

Antonio Quintero

8
9 **DEFENDANT WEYERHAEUSER NR
COMPANY**

10 Dated: 1/24/2025
11 _____

Signed by:



912752FAF10E42E...

Kristy Harlan

Full Name: _____

Title: Senior VP, General Counsel and Corporate Secretary

On behalf of Weyerhaeuser NR Company

14 **APPROVED AS TO FORM ONLY:**

15 **BLACKSTONE LAW, APC**

16
17 Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiff Antonio Quintero,
and Proposed Class Counsel

21 **K&L GATES LLP**

22
23 Dated: 01/24/2025
24 _____



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